

STATE OF INDIANA)
)
COUNTY OF GRANT)

IN THE GRANT CIRCUIT COURT
SS:
CAUSE NO. 27C01-0203-PL-216

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
JOSE GONZALES, individually and)
doing business as GONZALES)
CONSTRUCTION,)
)
Defendant.)

FILED

MAY 03 2002

Carolyn J. Mowery
CLERK GCC

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. Defendant, Jose Gonzales, was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs and Civil Penalties.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Jose Gonzales, and that the Defendant, his agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code 24-5-11-1 et seq. and Ind. Code §24-5-0.5-1 et seq.:

1. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

(A) The name of the consumer and the address of the residential property that is the subject of the home improvement;

(B) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

(C) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

(D) A reasonably detailed description of the proposed home improvements;

(E) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

(F) The approximate starting and completion date of the home improvements;

(G) A statement of any contingencies that would materially change the approximate completion date;

(H) The home improvement contract price; and

(I) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

2. Obtaining a consumer's signature on a home improvement contract or requiring the consumer to make a down payment toward the price of the home improvement prior to the Defendant agreeing unequivocally by written signature to all the terms of the home improvement contract.

3. Failing to provide the consumer with a fully executed copy of the home improvement contract, including the dates the Defendant and the consumer signed it, immediately after the consumer signs it.

4. Soliciting or engaging in a home improvement transaction without a license or permit required by law.

5. Representing, expressly or by implication, that Defendant is able to deliver or complete the subject of a consumer transaction within a stated period of time, or when no time period is stated, within a reasonable time, when Defendant knows or should reasonably know Defendant cannot.

6. Conducting any business activity in the State of Indiana that is not in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

7. Conducting any business activity in the State of Indiana that is not in full compliance with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Jose Gonzales, as follows:

1. The contracts previously entered into by Defendant with Kim and Terri Walker are cancelled pursuant to Ind. Code §24-5-0.5-4(d).

2. The contract previously entered into by Defendant with Richard and Pamela Poling is cancelled pursuant to Ind. Code §24-5-0.5-4(d).

3. The Defendant shall pay consumer restitution, pursuant to Ind. Code §24-5-0.5-4(c)(2), for Kim and Terri Walker in the amount of \$8,654.15 payable to the Office of the Attorney General.

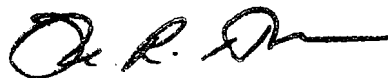
4. The Defendant shall pay consumer restitution, pursuant to Ind. Code §24-5-0.5-4(c)(2), for Richard and Pamela Poling in the amount of \$60.00 payable to the Office of the Attorney General.

5. The Defendant shall pay civil penalties, pursuant to Ind. Code §24-5-0.5-4(g) and Ind. Code § 24-5-0.5-8, in the amount of \$2,000.00.

6. The Defendant shall pay the Office of the Attorney General its costs of investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of \$530.00.

For a total monetary judgment in the amount of \$11,244.15 in favor of the Plaintiff, State of Indiana, and against the Defendant, Jose Gonzales.

 **ALL ORDERED, ADJUDGED AND DECREED** on this 3rd day of May, 2002.



Judge, Grant Circuit Court

DISTRIBUTION:

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